EXHIBIT B

U-00357

CALIFORNIA FIRST LEASING CORP.

18201 VON KARMAN • SUITE 800
IRVINE, CALIFORNIA 92612
TELEPHONE [800] 496-4640 FACSIMILE [949] 255-0501

FACSIMILE TRANSMISSION

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE. THANK YOU.

Information Page

Rheon, Inc.

TO: Clare Douglas

FROM: Rah-miel Mitchell, Ext. 391 — Mike Curtis X717 / (949) 255-0501 FAX #

FAX NO.: (949) 837-5797

RE: CALFIRST LEASE PROPOSAL

NUMBER OF PAGES:
TRANSMISSION DATE: January 19, 2005

IF YOU DO NOT RECEIVE ALL PAGES OR IF THEY ARE NOT LEGIBLE, PLEASE CALL US IMMEDIATELY AT [800] 496-4640.

Clare,

Attached is the signed proposal/ part one. Part two will come later today; however go ahead and start shipping out the "KN400 Cornucopia" for Tom.

Sincerely,
Rah-miel Mitchell

S/N # 1140-2.

EXHIBIT
C
ALL-STATE LEGAL SUPPLY CO.

QUOTATION: #U00719

PURCHASE PRICE: ~~$65,229.06~~ #17,000 –

PAYMENT TERMS: ~~25% down payment due with order~~
See page 1 ~~75% due prior to shipment~~

This proposal shall be subject to change or withdrawal at any time before acceptance by the Buyer, and in any event, shall be void unless accepted by Buyer and notification thereof received by the Seller within 30 days from the date hereof. The accepted proposal shall not be binding upon Seller until its ratified by a duly authorized officer or agent of Seller. Acceptance must be on the exact terms and conditions set forth herein. A purchase order covering the equipment specified herein shall be considered by both Buyer and the Seller to be merely an acceptance of this proposal on the terms and conditions set forth herein, and any other terms and conditions which may be printed or contained on such purchase order which are in addition to, in conflict with, or inconsistent with this proposal, shall not be applicable and shall have no force or effect.

No Dealer
Rheon U.S.A. Sales Representative (Dealer)
(Signature)

Gary Seiffer
Rheon U.S.A. Sales Representative
(Please Print)

ACCEPTANCE BY BUYER:
The above proposal is hereby accepted:

Buyer: Pellegrino

by [signature]
Buyer, Title (Signature)

on this 18 day of January 2005.

APPROVAL BY SELLER:
Approved and accepted:

Seller: Rheon U.S.A., Inc.

by [signature]
Rheon U.S.A. Staff (Signature)

on this 18 day of January, 2005.

RHEON U.S.A.
Food Processing Machinery Manufacturers

RHEON®

9490 Toledo Way
Irvine, CA 92618
Telephone (949) 768-1900
Fax (949) 855-1991

Pellegrino
100 Look Out Road
Warren, PA 16365
Quote: # U00719
January 17, 2005

Rheon U.S.A is pleased to offer you pricing for our KN400 Cornucopia with options as follows:

QTY	DESCRIPTION		$US PRICE
~~1~~ 3	KN400 Cornucopia 220V, 60HZ. 3 Phase Includes 2 sets of Nozzles (~~24+30mm & 36+50mm~~) To Be Determined Includes 2 Shutters (~~X~~ O Shutter and D Shutter)	#57,000 – Each	~~$ 63,000.00~~ #171,000 –
~~1~~ 3	Special Ring	N/C	~~$220.00~~

SUBTOTAL:	~~$ 63,220.00~~
INSTALLATION:	~~$ 1,000.00~~
FREIGHT:	~~$ 1,000.00~~ As Billed or by Customer's Truck
GRAND TOTAL:	~~$ 65,220.00~~ #171,000 –

NOTE: PRICES ARE $U.S.

TERMS:

DELIVERY TERMS: F.O.B. San Pedro, California
~~*Cost of freight is included in the above price.~~

DELIVERY TIME: ~~Within one (1) month after receipt of down payment~~ ASAP after financing confirmation

PAYMENT TERMS: 25% down payment with order
75% due prior to shipment

GUARANTEE: One (1) year against any fault in material and/or workmanship

REMARKS: The above price includes the services of one (1) Rheon U.S.A. Engineer for two (2) days of installation and training of buyer's personnel at buyer's location. All uncrating and unloading of equipment above is the responsibility of the buyer.

VALIDITY OF OFFER: Thirty (30) days from the date shown above

Note: Deposit Check of #3,000 – is not to be Cashed or Deposited. Customer will lease 100% After Confirmation by leasing co. Deposit to be Returned. Leasor to pay Rheon within 15 Days of Contract.

OFFER ONLY: This offer is subject to the review and acceptance of Lessor's Finance Committee. The monthly rent payment specified above is based upon an equally maturing U.S. Treasury Note index of 3.12%. In the event this index rate increases prior to funding, the payment may be adjusted to reflect this change.

EXPIRATION DATE: 01/10/2005

Should this proposal meet your requirements, please sign below and return with the deposit check in the amount specified above. Although I will be in contact, please don't hesitate to call me at 800-496-4640 ext. 391 or e-mail me at rmitchell@calfirstlease.com

Sincerely

Rah-miel Mitchell
Account Executive

Mike Curtis
VicePresident
California First Leasing Corporation

Acknowledged and agreed to by:

Pellegrino Food Products

Name: Tom Pell[illegible]

Title: Pres.

Date: 1-18-05

CalFirst Leasing is a wholly-owned subsidiary of California First National Bancorp ("CFNB"), and is an affiliate of California First National Bank, an FDIC-insured National Bank. CFNB is a public company with its stock traded on the NASDAQ National Market System under the symbol "CFNB".

CalFirst
California First Leasing Corporation
A Subsidiary of California First National Bancorp

January 14, 2005

Tom Pellegrino
Chief Financial Officer
Pellegrino Food Products
100 Lookout St
Warren, PA 16365-1630

Dear Tom:

California First Leasing Corporation is very pleased to submit the following proposal for your review. We look forward to beginning our relationship with Pellegrino Food Products.

LESSEE:	Pellegrino Food Products
LESSOR:	California First Leasing Corporation
LEASED PROPERTY:	Packaging & Labeling Equipment [illegible]
PROPERTY COST/LOCATION:	$175,000 Warren, PA [illegible] 171,000
ANTICIPATED DELIVERY DATE:	January-April, 2005
BASE LEASE TERM:	24months
MONTHLY RENTAL PAYMENT:	~~$[illegible]~~ # 7549.45 $739.00 [illegible]
Lease Rate Fator:	0.04415
DEPOSIT:	$7,726. The deposit remitted with this offer shall be returned to Lessee (without interest thereon) if Lessor does not accept this lease transaction.
END OF TERM PURCHASE OPTION:	Purchase the Property for $1.00
NET LEASE:	This is a net lease transaction whereby insurance, maintenance and taxes are the Lessee's responsibility. Any manufacturer's warranty obtained by Lessor regarding the Property will be passed on to the Lessee.
GUARANTORS:	As required by Lessor's Finance Committee.
DOCUMENTATION:	All paperwork pertaining to this lease transaction will be Lessor's standard Lease Agreement, Schedule(s) and supporting documents.